RESOLUTION - ACTION REQUESTED 2019-626

MEETING: November 5, 2019

TO: The Board of Supervisors

FROM: David Robinson, Ag Commissioner

RE: Approve Nursery Inspection Cooperative Agreement No. 19-0635-000-SA for Fiscal Year 2019/2020

RECOMMENDATION AND JUSTIFICATION:
Approve Nursery Inspection Cooperative Agreement No. 19-0635-000-SA for Fiscal Year 2019/2020 with the California Department of Food and Agriculture (CDFA); and Authorize the Board of Supervisors Chair to Sign the Agreement.

This cooperative agreement provides State subvention funds for work performed in Mariposa County in nursery inspection and licensing. There is no change in the cooperative agreement or subvention amount from previous cooperative agreements.

The total available Fiscal Year 2019/2020 subvention amount for this nursery inspection cooperative agreement is $500.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Last year's cooperative agreement was approved by Resolution No. 2018-343.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
No funds will be received for work performed in this program.

FINANCIAL IMPACT:
The subvention amount $500 for this cooperative agreement for nursery inspection with CDFA will be included in the Fiscal Year 2019/2020 budget.

ATTACHMENTS:
19-20 Nursery Agreement (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVED: Merlin Jones, District II Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Smallcombe, Jones, Long, Cann, Menetrey
1. This Agreement is entered into between the State Agency and the Recipient named below:

**STATE AGENCY'S NAME**  
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

**RECIPIENT'S NAME**  
COUNTY OF MARIPOSA

2. The Agreement Term is: July 1, 2019 through June 30, 2020

3. The maximum amount of this Agreement is: $500.00

4. The parties agree to comply with the terms and conditions of the following exhibits and attachments which are by this reference made a part of the Agreement:

<table>
<thead>
<tr>
<th>Exhibit</th>
<th>Description</th>
<th>Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exhibit A</td>
<td>Recipient and Project Information</td>
<td>1 Page</td>
</tr>
<tr>
<td>Exhibit B</td>
<td>General Terms and Conditions</td>
<td>3 Page(s)</td>
</tr>
<tr>
<td>Exhibit C</td>
<td>Payment and Budget Provisions</td>
<td>1 Page</td>
</tr>
<tr>
<td>Attachments: Scope of Work and Budget</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

**RECIPIENT**

**RECIPIENT'S NAME (Organization's Name)**  
COUNTY OF MARIPOSA

**BY (Authorized Signature)**  
[Signature]

**DATE SIGNED (Do not type)**  
Nov 6, 2019

**PRINTED NAME AND TITLE OF PERSON SIGNING**  
Miles Hendrey, Chair

**ADDRESS**  
P.O. Box 905, Mariposa, CA 95338-0905

---

**STATE OF CALIFORNIA**

**AGENCY NAME**  
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

**BY (Authorized Signature)**  
[Signature]

**DATE SIGNED (Do not type)**  
11/20/19

**PRINTED NAME AND TITLE OF PERSON SIGNING**  
CRYSTAL MYERS, BRANCH CHIEF, OFFICE OF GRANTS ADMINISTRATION

**ADDRESS**  
1220 N STREET, ROOM 120  
SACRAMENTO, CA 95814

APPROVED AS TO FORM:

[Signature]

STEVEN W. DAHLEM  
COUNTY COUNCIL
EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. Approval
   This Agreement is of no force or effect until signed by both parties. The Recipient may not invoice for activities performed prior to the commencement date or completed after the termination date of this Agreement.

2. Assignment
   This Agreement is not assignable by the Recipient, either in whole or in part, without the consent of CDFA Agreement Manager or designee in the form of a formal written amendment.

3. Governing Law
   This Agreement is governed by and will be interpreted in accordance with all applicable State and Federal laws.

4. State and Federal Law
   It is the responsibility of the Recipient to know and understand which state, federal, and local laws, regulations, and ordinances are applicable to this Agreement and Project. Recipient shall be responsible for observing and complying with all applicable state and federal laws and regulations, and failure to comply may constitute a material breach.

5. Recipient Commitments
   The Recipient accepts and agrees to comply with all terms, provisions, conditions and commitments of the Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Recipient in the application, documents, amendments, and communications in support of its request for funding.

6. Performance and Assurances
   The Recipient agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work, and to apply grant funds received only to allowable Project costs in accordance with applicable provisions of the law and Grant Procedures Manual, if applicable.

7. Mutual Liability
   Each party hereto agrees to be responsible and assume mutual and proportional liability for its own wrongful or negligent acts of omissions, or those of its officers, agents or employees to the full extent required by law.

8. Unenforceable Provision
   In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and will not be affected thereby.

9. Contractors/Consultants
   The Recipient, and the agents and employees of Recipient, in the performance of this Agreement, are not officers, employees, or agents of the CDFA. The Recipient's obligation to pay its Contractors/Consultants is an independent obligation from the CDFA's obligation to make payments to the Recipient. Recipient agrees to comply with all applicable State and local laws and regulations during the term of this Agreement. All Contractors/Consultants shall have the proper licenses/certificates required in their respective disciplines. The Contractors/Consultants shall not affect the Recipient's overall responsibility for the management of the project, and the Recipient shall reserve sufficient rights and control to enable it to fulfill its responsibilities under this Agreement.

10. Non-Discrimination Clause
    During the performance of this Agreement, Recipient and its Contractors will not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical or mental disability, medical condition, age, marital status, and denial family care leave.

   The Recipient and Contractors will ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Recipient and Contractors will comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Recipient and its Contractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement. The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.
11. **Excise Tax**
The State of California is exempt from Federal excise taxes and no payment will be made for any taxes levied on employees' wages. The CDFA will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another State.

12. **Disputes**
The Recipient must continue with the responsibilities under this Agreement during any dispute. In the event of a dispute, the Recipient must file a "Notice of Dispute" with the CDFA Agreement Manager or designee within ten (10) calendar days of discovery of the problem. The Notice of Dispute must contain the Agreement number. Within ten (10) calendar days of receipt of the Notice of Dispute, the CDFA Agreement Manager or designee must meet with the Recipient for the purpose of resolving the dispute. In the event of a dispute, the language contained within this Agreement prevails.

13. **Right to Terminate**
This Agreement may be terminated by either party hereto upon written notice delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by CDFA, CDFA must pay all responsible costs and non-cancellable obligations incurred by the Recipient as of the date of termination.

14. **Termination for Cause**
Either party reserve the right to immediately terminate this Agreement for cause subject to written notice. However, each party will have ten (10) calendar days after receipt of the termination notice to cure the breach. If the breach is not cured within ten (10) calendar days of receipt of notice, the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of termination, including all non-cancelable obligations.

15. **Force Majeure**
The Recipient shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any of the following: labor disturbances or disputes of any kind, accidents, failures of any required governmental approval, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, materials shortages, disease, or similar occurrences.

16. **Suspension of Payments**
Reimbursement under this Agreement may be suspended or terminated, or both, and Recipient may be subject to debarment if CDFA determines that Recipient has breached the terms of this Agreement. A determination of breach may be appealed in writing and post marked within ten (10) calendar days of the date of notification, and addressed to CDFA, Legal Hearing and Appeals Office or emailed to CDFA.LegalOffice@cdfa.ca.gov.

California Department of Food and Agriculture
Legal Hearing and Appeals Office
1220 N Street
Sacramento, CA 95814

17. **Breach Provisions**
The Recipient may be in material breach under this Agreement if it fails to comply with any term of this Agreement. In the event of a material breach, CDFA shall provide in writing a Notice of Breach to the Recipient within ten (10) calendar days upon discovery of breach. Recipient shall have ten (10) calendar days from receipt of the notice to cure the breach. If the Recipient fails to cure the breach within the time prescribed by this Agreement, CDFA may do any of the following:

A. Suspend payments;
B. Demand repayment of all funding;
C. Terminate the Agreement; or
D. Take any other action deemed necessary to recover costs.

If CDFA determines that Recipient is not in material breach but that a Project is not being implemented in accordance with the provisions of this Agreement, or that Recipient has failed in any other respect to comply with the provisions of this Agreement, and if Recipient does not remedy any such failure in a reasonable manner, CDFA may withhold all or any portion of the grant funding and take any other action that CDFA deems necessary to protect its interests.

Where a portion of the grant funding has been disbursed to the Recipient and CDFA notifies Recipient of its decision not to release funds that have been withheld pursuant to Exhibit B, Suspension of Payments Provision, the portion that has been disbursed shall thereafter be repaid immediately. CDFA may consider Recipient's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Suspension of Payments Provision.
If CDFA notifies Recipient of its decision to withhold the entire funding amount from Recipient pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by Recipient and CDFA shall no longer be required to provide funds under this Agreement and the Agreement shall no longer be binding on either party.

In the event CDFA finds it necessary to enforce this provision of this Agreement in the manner provided by law, Recipient agrees to pay all costs incurred by CDFA including, but not limited to, reasonable attorneys’ fees, legal expenses, and costs.

18. Publicity and Acknowledgement
The Recipient agrees that it will acknowledge CDFA’s support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, publications, audiovisuals, presentations or other types of promotional material in accordance with the Grant Procedures Manual, if applicable. Recipients may not use the CDFA logo.

19. News Releases/Public Conferences
The Recipient agrees to notify the CDFA in writing at least two (2) business days before any news releases or public conferences are initiated by the Recipient or its Contractors/Consultants regarding the project described in the Attachments, Scope of Work and Budget and any project results.

20. Scope of Work and Budget Changes
Changes to the Scope of Work, Budget or the Project term, must be requested in writing to CDFA Grant Administrative Contact no later than thirty (30) days prior to the requested implementation date. Any changes to the Scope of Work and Budget are subject to CDFA approval and, at its discretion, CDFA may choose to accept or deny any changes. If accepted and after negotiations are concluded, agreed upon changes will be made and become part of this Agreement. CDFA will respond in writing as to whether the proposed changes are accepted.

21. Reporting Requirements
The Recipient agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual, if applicable.

22. Equipment
The Recipient must comply with the requirements and procedures regarding the use, maintenance, disposition, and reporting of equipment in accordance with the Scope of Work and/or Grant Procedures Manual, if applicable.

23. Closeout
The Agreement will be closed out after the completion of the project or project term, receipt and approval of the final invoice and final report, and resolution of any performance or compliance issues.

24. Confidential and Public Records
The Recipient and CDFA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act or the Public Contract Code. CDFA has the sole authority to determine whether the information is exempt from public release. If CDFA deems the data exempt, it shall maintain such information as confidential and notify the Recipient of any requests for release of the information.

25. Property Damage Claims Process
Should a property owner claim damages arising under, related to or involving this Agreement, the Recipient shall forward the property owner’s written request for compensation to the CDFA Agreement Manager. The written request shall be fully supported by factual information. The Agency Secretary or designee will have thirty (30) calendar days after receipt of the written request to render a written decision. If a written decision is not rendered within thirty (30) calendar days after receipt of the request or the property owner disputes the CDFA’s decision, the property owner may file a claim with the California Department of General Services.

26. Amendments
Changes to funding amount or Agreement term require an amendment and must be requested in writing to the CDFA Agreement Manager or designee no later than sixty (60) calendar days prior to the requested implementation date. Amendments are subject to CDFA approval, and, at its discretion, may choose to accept or deny these changes. No amendments are possible if the Agreement is expired.
EXHIBIT C

PAYMENT AND BUDGET PROVISIONS

1. Invoicing and Payment
   A. For activities satisfactorily rendered and performed according to the attached Scope of Work and Budget, and upon receipt and approval of the invoices, CDFA agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.

   B. Invoices must include the Agreement Number, performance period, type of activities performed in accordance with this Agreement, and when applicable, a breakdown of the costs of parts and materials, labor charges, and any other relevant information required to ensure proper invoices are submitted for payment.

   C. Unless stated in the Scope of Work and/or Grant Procedures Manual, if applicable, quarterly invoices must be submitted to the CDFA Administrative Contact, within thirty (30) calendar days after the end of each quarter in which activities under this Agreement were performed.

   D. Unless stated in the Scope of Work and/or Grant Procedures Manual, if applicable, a final invoice will be submitted for payment no more than thirty (30) calendar days following the expiration date of this Agreement, or after project is complete, whichever comes first. The final invoice must be clearly marked “Final Invoice” thus indicating that all payment obligations of the CDFA under this Agreement have ceased and that no further payments are due or outstanding.

2. Allowable Expenses and Fiscal Documentation
   A. The Recipient must maintain adequate documentation for expenditures of this Agreement to permit the determination of the allowability of expenditures reimbursed by CDFA under this Agreement. If CDFA cannot determine if expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to Generally Accepted Accounting Principles, CDFA may disallow the expenditures.

   B. Mileage reimbursement for using a privately-owned vehicle will be at the standard mileage rate established by the United States (U.S.) Internal Revenue Service (IRS) and in effect at the time of travel. The standard mileage rate in effect at the time of travel can be found on IRS's website regardless of funding source/type.

   C. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable for travel within California are those established by the California Department of Human Resources (CalHR). The maximum rates allowable for domestic travel outside of California are those established by the United States General Services Administration (GSA). The maximum rates allowable are those established in The Federal Travel Regulations and Federal Per Diem Rate Schedule.

   D. If foreign travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a per diem supplement to Section 925, Department of State Standardized Regulations.

   E. The Recipient will maintain and have available, upon request by CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation will be kept for three (3) years after completion of the Agreement period or until final resolution of any performance/compliance review concerns or litigation claims.

   F. The Recipient will comply with all applicable State and Federal regulations including, but not limited to, the Code of Federal Regulations (7 CFR 3015, 3016 and 3019) and allowable cost principles found in 2 CFR 200 or Federal Acquisition Regulation 48 CFR 31.2.

3. Prompt Payment Clause
   Payment will be made in accordance with, and within the time specified in, California Government Code Title 1, Division 3.6, Part 3, Chapter 4.5, commencing with Section 927 - The California Prompt Payment Act.

4. Budget Contingency Clause
   If funding for any fiscal year is reduced or deleted for purposes of this program, the CDFA has the option to either cancel this Agreement with no liability occurring to the CDFA, or offer to amend the Agreement to reflect the reduced amount.
Scope of Work

Recipient agrees to provide to the California Department of Food and Agriculture (CDFA) all equipment and labor necessary to perform inspection and enforcement activities. The activities under this Agreement shall be completed within the timeframe outlined. Recipient shall inspect all nursery stock at all producer/wholesale nursery locations within the County. (Specifically not included is nursery stock in the first year of a two-year production cycle, plant materials in parent stock or propagative stock beds or blocks that are not to be inspected and nursery stock that is entered in one of the State’s registration or certification programs and is inspected by State staff). Recipient to enforce all laws and regulations pertaining to nursery stock, including licensing requirements, in accordance with the Memorandum of Understanding between CDFA and the California Agricultural Commissioners and Sealers Association entitled “State-County Nursery Inspection Program.” Recipient shall respond to complaints against nursery establishments.

Payment shall be made quarterly in arrears upon submission and approval of an itemized invoice and Report Number 7 Supplement Forms (see attached sample invoice and Report Number 7). Recipient shall submit an itemized invoice on your County letterhead referencing the Cooperative Agreement Number by email to nurseryservices@cdfa.ca.gov or by mail to:

California Department of Food and Agriculture
Pest Exclusion Branch
Nursery, Seed, and Cotton Program
Attention: Gagan Gill
1220 N Street
Sacramento, California 95814
Date

To: Gagan Gill  
California Department of Food and Agriculture  
Pest Exclusion Branch  
1220 N Street, Nursery Services  
Sacramento, CA  95814

County of  
Cooperative Agreement Number 19-XXXX-XXX-SA  
Fiscal Year 19/20  
Invoice for ________ Quarter  
Invoice Number ____________

Sample Invoice
Invoice(s) must be accompanied by  
Report 7 Supplement Page Submit  
Quarterly

<table>
<thead>
<tr>
<th>Invoice Detail</th>
<th>Amount</th>
<th>Reimbursement Rate</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type 1 Acres =</td>
<td>100 X</td>
<td>15.64 =</td>
<td>$1,564.00</td>
</tr>
<tr>
<td>Type 2 and 4 Acres =</td>
<td>100 (4 = 25) X</td>
<td>15.64=</td>
<td>$391.00</td>
</tr>
<tr>
<td>Nursery License/Renewal</td>
<td>3 X</td>
<td>$75.00 each license =</td>
<td>$225.00</td>
</tr>
<tr>
<td>Invoice Total</td>
<td></td>
<td></td>
<td>$2,180.00</td>
</tr>
</tbody>
</table>

Please remit payment to  
County of  
Address line 1  
Address Line 2  
Address line 3

Signature Block

(Original Signature)  
(Title)
# NURSERY INSPECTION REPORT

## A. NURSERY INSPECTIONS

<table>
<thead>
<tr>
<th>TYPE</th>
<th>NUMBER OF LOCATIONS INSPECTED</th>
<th>TOTAL ACRES INSPECTED</th>
<th>NUMBER OF NON-COMPLIANCES</th>
<th>HOURS</th>
</tr>
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<tbody>
<tr>
<td>PRODUCTION / WHOLESALE *</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>REINSPECTION FOR NONCOMPLIANCE</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- RETAIL</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>- WHOLESALE</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>NEMATODE CERTIFICATION</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OTHER - Special Survey</td>
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</tbody>
</table>

**TOTAL HOURS SECTION A**

## B. LICENSING ACTIVITIES

<table>
<thead>
<tr>
<th>TYPE</th>
<th>NEW LICENSES</th>
<th>RENEWALS</th>
<th>NUMBER ISSUED</th>
<th>HOURS</th>
</tr>
</thead>
<tbody>
<tr>
<td>NUMBER OF NURSERIES LICENSED *</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FEE EXEMPT LICENSES</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OTHER Issued temporary license to retailer</td>
<td></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

**TOTAL HOURS SECTION B**

## C. ENFORCEMENT ACTIONS (Office, Administrative, Court Hearings)

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>TYPE</th>
<th>NUMBER</th>
<th>HOURS</th>
</tr>
</thead>
</table>

**TOTAL HOURS SECTION C**

## D. PROGRAM SUPPORT ACTIVITIES (Planning, Training, Administration, etc.)

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>HOURS</th>
</tr>
</thead>
</table>

**TOTAL HOURS SECTION D**

## E. COMMENTS

* SEE SUPPLEMENTAL SHEET(S) FOR DETAILED LISTING OF ACTIVITIES.
## SAMPLE BILLING

THIS SUPPLEMENTAL SHEET TO REPORT 7 SHALL BE USED FOR NURSERY INSPECTION REIMBURSEMENT BILLING BY THE COUNTIES

<table>
<thead>
<tr>
<th>COUNTY:</th>
<th>AGREEMENT NUMBER:</th>
<th>MONTH/YEAR:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sacramento</td>
<td>19-XXXX-XXX-SA</td>
<td>January-April 2019</td>
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</tbody>
</table>

### PRODUCTION / WHOLESALE INSPECTIONS

<table>
<thead>
<tr>
<th>NAME OF NURSERY</th>
<th>LICENSE NUMBER</th>
<th>DATE(S) INSPECTED</th>
<th>NO. OF ACRES</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>TYPE 1*</td>
</tr>
<tr>
<td>ABC Nursery</td>
<td>A1110.01</td>
<td>1/1/2019</td>
<td>10</td>
</tr>
<tr>
<td>XYZ Nursery</td>
<td>D2345.G01</td>
<td>3/28/2019</td>
<td>100</td>
</tr>
</tbody>
</table>

CDFA USE ONLY

<table>
<thead>
<tr>
<th>TOTAL ACRES:</th>
<th>CDFA USE ONLY</th>
</tr>
</thead>
<tbody>
<tr>
<td>110.00</td>
<td>3.00</td>
</tr>
<tr>
<td>20.00</td>
<td></td>
</tr>
</tbody>
</table>

### NURSERY LICENSE ACTIVITY

<table>
<thead>
<tr>
<th>NAME OF NURSERY LICENSED (Use firm name)</th>
<th>NEW (LICENSE NUMBER)</th>
<th>RENEWAL (LICENSE NUMBER)</th>
<th>CDFA USE ONLY</th>
</tr>
</thead>
<tbody>
<tr>
<td>exclude retailer nurseries</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

SIGNATURE: ___________________ TITLE: ___________________ DATE: ________________

* Type 1 = Nursery production acreage consisting of nursery stock for farm and landscape planting, ornamentals in containers, and potted plants. Reimbursement rate is the number of acres inspected multiplied by the hourly rate as stated in the contract.

* Type 2 & 4 = Turf, cut flowers, and cut greens. Reimbursement rate is the number of acres inspected divided by four and multiplied by the hourly rate as stated in the contract.
<table>
<thead>
<tr>
<th>NAME OF NURSERY</th>
<th>LICENSE NUMBER</th>
<th>DATE(S) INSPECTED</th>
<th>NO. OF ACRES</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>TYPE 1*</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>TYPE 2*</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>TYPE 4*</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>CDFA USE ONLY</td>
</tr>
</tbody>
</table>

**NUMBER OF LOCATIONS INSPECTED:**

**TOTAL ACRES:** 0.00 0.00 0.00

* Type 1 = Nursery production acreage consisting of nursery stock for farm and landscape planting, ornamentals in containers, and potted plants. Reimbursement rate is the number of acres inspected multiplied by the hourly rate as stated in the contract.

* Type 2 & 4 = Turf, cut flowers, and cut greens. Reimbursement rate is the number of acres inspected divided by four and multiplied by the hourly rate as stated in the contract.
INSTRUCTIONS FOR REPORT NUMBER 7 (Form 64-057)

Nursery Inspection Report - Submit Quarterly

Include time spent on activities related to enforcement of State Nursery Laws and Regulations. *Do not report time spent on inspections of nursery stock shipments in transit or at destination, or inspections conducted to certify for export. These are quarantine activities.*

Section A. Nursery Inspections

Report in this section the number of regulatory inspections and the total time spent for such inspections. Regulatory inspections include inspecting nurseries for pest cleanliness, labeling, and grades and standards. Several partial inspections may be required to complete a required inspection at a given location. Such inspections should be counted as one inspection at a given location. Time spent by county personnel in nurseries for collecting, preparing and submitting pest specimens and/or plant samples for identification by the CDFA Diagnostics Lab (Activity code 70 in Form 65-020, Pest and Damage Record), and for providing information on pest control operations for pest cleanliness may be included for determining the hours for a given location. Details of the nursery, such as name of nursery, license number, acreage used for production, storage and sale of nursery stock, type of nursery stock, etc., must be entered on the supplemental sheet for report number 7.

The time spent on follow-up inspections of nurseries to determine compliance with pest cleanliness requirements, complaints, spot checks, reconditioning nursery stock, and release or disposition of lots placed on hold for noncompliance, etc., must be indicated under ‘reinspection for noncompliance.’

Nursery inspection for nematode certification at a given location, such as for supervision of soil fumigation, sampling for nematodes, etc., must be reported on a different form (Form 64-054, NURSERY STOCK NEMATODE CERTIFICATION). However, the total time spent on nursery inspections for nematode certification during the month must be included in the last column of Report 7 and in the total hours for section A.

Section B. Licensing Activities

Report in this section the time spent by county personnel in nurseries for initial inspection of new applicants for a License to Sell Nursery Stock, or for verifying a License to Sell Nursery Stock. Indicate the number of nurseries licensed under the column ‘new’ or ‘renewals’ as appropriate, and the time spent on such activity in the last column (hours). Name(s) of nursery must be entered on the supplemental sheet for report number 7.

Section C. Enforcement Actions

Report in this section the time spent by county personnel on enforcement actions, such as administrative hearings, court hearings, and disciplinary actions related to nursery laws.

Section D. Program Support Activities

Report in this section the time spent by county personnel on program support activities such as planning, training, administration, etc., that are essential for enforcement of nursery laws and regulations.

Section E. Comments

Use this section to report any additional information regarding regulatory nursery inspections and/or related activities, which is pertinent but not reported in the sections above.
Budget

The amount payable under this agreement shall not exceed $500.00.

Recipient shall be paid a current hourly staff rate, not to exceed $35.00 per hour, for nursery investigative work, provided such investigative work is approved in advance by the CDFA Nursery Services Program.